

# **Exhibit A**

# **Exhibit A**

## CIVIL COVER SHEET

A-14-703302-C

- Clark County, Nevada

XV

Case No.

(Assigned by Clerk's Office)

**I. Party Information**

Plaintiff(s) (name/address/phone): John Payne

Defendant(s) (name/address/phone): Rock Vault Tours, Inc., NAV-LVH, LLC d/b/a LVH-Las Vegas Hotel &amp; Casino, Westgate Resorts, Inc. and Harry Cowell

Attorney (name/address/phone): Kimberly Stein 702-257-1483

3800 Howard Hughes Parkway, Suite 1000 Las Vegas, NV 89169

Attorney (name/address/phone):

**II. Nature of Controversy** (Please check applicable bold category and applicable subcategory, if appropriate)☐ Arbitration Requested**Civil Cases**

Real Property	Torts	
<input type="checkbox"/> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> <b>Title to Property</b> <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> <b>Condemnation/Eminent Domain</b> <input type="checkbox"/> <b>Other Real Property</b> <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> <b>Negligence</b> <input type="checkbox"/> Negligence - Auto <input type="checkbox"/> Negligence - Medical/Dental <input type="checkbox"/> Negligence - Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence - Other	<input type="checkbox"/> <b>Product Liability</b> <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> <b>Intentional Misconduct</b> <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> <b>Employment Torts</b> (Wrongful termination) <input type="checkbox"/> <b>Other Torts</b> <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input checked="" type="checkbox"/> <b>Breach of Contract</b> <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Agmt/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> <b>Civil Petition for Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> <b>Appeal from Lower Court</b> (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> <b>Civil Writ</b> <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment - Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

**III. Business Court Requested** (Please check applicable category; for Clark or Washoe Counties only.)

- ☐ NRS Chapters 78-88  
☐ Commodities (NRS 90)  
☐ Securities (NRS 90)

- ☐ Investments (NRS 104 Art. 8)  
☐ Deceptive Trade Practices (NRS 598)  
☐ Trademarks (NRS 600A)

- ☐ Enhanced Case Mgmt/Business  
☐ Other Business Court Matters

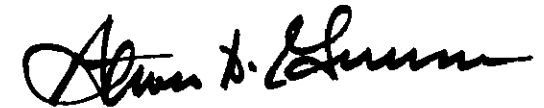
7-1-14

Date

Signature of initiating party or representative

See other side for family-related case filings.

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CLERK OF THE COURT

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Howard & Howard Attorneys PLLC  
Kimberly P. Stein, Esq.  
Nevada Bar No. 8675  
Robert L. Rosenthal, Esq.  
Nevada Bar No. 6476  
3800 Howard Hughes Pkwy., Ste. 1000  
Las Vegas, NV 89169  
Telephone: (702) 257-1483  
Facsimile: (702) 567-1568  
E-mail Address: rlr@h2law.com  
kps@h2law.com  
*Attorneys for Plaintiff John Payne*

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN PAYNE, an individual;

Plaintiff,

v.

ROCK VAULT TOURS, INC., a Delaware Corporation; NAV-LVH, LLC, a Nevada Limited Liability Company d/b/a LVH-LAS VEGAS HOTEL & CASINO; WESTGATE RESORTS, INC., a Florida Corporation; HARRY COWELL, an individual; and DOES I – X, and ROES I – X,

Defendants.

Case No. A- 14 - 703302 - C

Dept. No. XV

COMPLAINT

(Exempt from Arbitration, Amount in Excess of \$50,000; Action Seeking Equitable and Declaratory Relief)

Plaintiff, JOHN PAYNE, by and through his counsel, the law firm of Howard & Howard Attorneys PLLC, complains and alleges as follows:

GENERAL ALLEGATIONS

1. At all times relevant herein, Plaintiff, John Payne, ("Payne"), was and is an adult individual residing in Las Vegas, Nevada.

1           2.       Upon information and belief, Defendant, NAV-LVH, LLC d/b/a LVH-LAS  
2 Vegas Hotel & Casino ("LVH"), is a Nevada limited liability company, with its principal place  
3 of business in Clark County, Nevada.

4           3.       Upon information and belief, Defendant, Westgate Resorts, Inc. ("Westgate"), is  
5 a Florida corporation qualified to conduct business in Nevada, purchased the LVH on or about  
6 June 30, 2014, and is the successor in interest to the prior owner.

7           4.       Upon information and belief, at all times relevant herein, Defendant, Rock Vault  
8 Tours, Inc. ("Rock Vault Tours"), is a Delaware corporation, which has operated an  
9 entertainment show at the LVH called "Raiding The Rock Vault" since 2013.  
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11           5.       Upon information and belief, at all times relevant herein, Defendant, Harry  
12 Cowell ("Cowell"), is an adult individual who resides in England.  
13

14           6.       At all times relevant herein, Cowell has been the President of Rock Vault Tours.

15           7.       At all times relevant herein, Cowell has regularly conducted business in the State  
16 of Nevada.  
17

18           8.       Upon information and belief, at all times relevant herein, Cowell has lived, and  
19 continues to live, in Las Vegas, Nevada for several weeks at a time in order to produce and  
20 oversee the operations of Rock Vault Tours and its stage show at the LVH, Raiding The Rock  
21 Vault ("RTRV" or "the Show").

22           9.       At all times relevant herein, Cowell was, and continues to be, regularly on-site at  
23 the LVH in order to produce and oversee the operations of Rock Vault Tours and the Show..  
24

25           10.      The acts and circumstances which give rise to Plaintiff's Complaint against  
26 Defendants occurred within Clark County, Nevada.

27           11.      This Court is vested with jurisdiction in this matter pursuant to the Constitution  
28 of the State of Nevada, Article 6 § 6.

Howard & Howard, Attorneys PLLC  
3800 Howard Hughes Pkwy., Suite 1400  
Las Vegas, NV 89169  
(702) 257-1483



1           12.     The true names and capacities, whether individual, corporate, associate or  
2 otherwise of Defendants DOES I-X and/or ROE Corporations I-X, inclusive, are unknown to  
3 Plaintiff who therefore sues said Defendants by such fictitious names. Plaintiff is informed and  
4 believe, and therefore allege that each of the Defendants designated as DOE and/or ROE  
5 Corporations is responsible in some manner for the events and happenings herein alleged; that  
6 Plaintiff will ask leave of this Court to amend this Complaint to insert the true names and  
7 capacities of said Defendants, DOES I-X and/or ROE Corporations I-X, inclusive, when the  
8 same have been ascertained by the Plaintiff, together with appropriate charging allegations, and  
9 to join such Defendants in this action.  
10

11  
12           13.     Payne is a famous British musician, best known as the lead singer and bassist of  
13 the rock group "Asia" from 1992 to 2006, and from June 2007 with the group "ASIA Featuring  
14 John Payne." John Payne became the frontman of Asia in 1992 at the invitation of founding  
15 member Geoff Downes, replacing vocalist/bassist John Wetton. During Payne's tenure, ASIA  
16 released eight studio albums, several live albums, and toured internationally. He is also the  
17 founding and current member of modern progressive rock band GPS. Additionally, he is a  
18 guitarist, composer, recording engineer and record producer.  
19

20           14.     In or around 2011, Payne co-created and wrote Raiding The Rock Vault with  
21 Grammy Award-winning record producer David Kershenbaum ("Kershenbaum").  
22

23           15.     On or about February 11, 2013, Payne, Kirshenbaum, and Paul Leighton  
24 copyrighted the Show's format with the United States Copyright Office, Registration Number  
25 PAu003661723, with the type of work described as "Dramatic Work and Music; or  
26 Choreography."  
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1           16.     On or about February 11, 2013, Payne and Kirshenbaum copyrighted the Show's  
2 script with the United States Copyright Office, Registration Number PAu003661716.

3           17.     At all relevant times, Payne had, and continues to have, a fifty per cent (50%)  
4 ownership interest in both the script and the format of the Show.  
5

6           18.     At all relevant times, Raiding The Rock Vault, has been performed nightly at the  
7 LVH (except for Fridays). The Show provides audiences at the LVH with an illuminating look  
8 at the history of rock, a chronological story, with a one-of-a-kind rock concert experience,  
9 boasting the ultimate set list. It is narrated, sung, acted, includes compelling imagery, and  
10 transports the audience back to a magical musical journey from 1948 to 1989. The Show  
11 features classic anthems from The Rolling Stones, The Who, The Doors, Led Zeppelin, Jimi  
12 Hendrix, The Eagles, Queen, Van Halen, AC/DC, Journey, Free, Bryan Adams, Supertramp,  
13 Toto, Deep Purple, and more, performed by an all-star band, including Doug Aldrich  
14 (Whitesnake), Howard Leese (Heart, Bad Company), Tracii Guns (LA Guns, Guns n' Roses),  
15 Robin McAuley (MSG, Survivor), Paul Shortino (Rough Cutt, Quite Riot), Jay Schellen  
16 (Badfinger, Asia), Andrew Freeman (Lynch Mob, The Offspring), and Michael T. Ross (Lita  
17 Ford, Hardline).  
18  
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20           19.     Upon information and belief, at all relevant times, the LVH and Rock Vault  
21 Tours have co-produced the Show and they share in its profits.  
22

23           20.     From the time the Show premiered at the LVH in or around March 2013 until  
24 May 2014, Payne performed in the Show as a bassist, one of the lead singers, and was the stage  
25 musical director.  
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(702) 257-1483

1           21. Prior to the premiere of the Show at the LVH, Rock Vault Tours and Payne  
2 entered into an agreement whereby Rock Vault Tours agreed to pay Payne one thousand dollars  
3 (\$1,000) for every performance of the Show at the LVH ("Performance Agreement").  
4

5           22. In compliance with the terms and conditions of the Performance Agreement,  
6 from the time the Show premiered at the LVH in or around March 2013 until May 14, 2014,  
7 Rock Vault Tours paid Payne one thousand dollars (\$1,000) for every performance of the Show  
8 at the LVH.  
9

10           23. In or around February 2014, Payne and Rock Vault Tours, entered into an  
11 agreement regarding the payment of royalties with respect to the Show (the "Royalties  
12 Agreement").

13           24. Pursuant to the terms and conditions of the Royalties Agreement, Rock Vault  
14 Tours agreed to pay Payne, as co-writer and co-creator of the Show, two and one half per cent  
15 (2.5%) of net box office receipts until all costs incurred by Rock Vault Tours in relation to  
16 setting up the Show were recouped ("Set Up Expenses"); and after Set Up Expenses were  
17 recouped, Rock Vault Tours agreed to pay Payne three and one half per cent (3.5%) of the net  
18 box office receipts.  
19

20           25. Pursuant to the terms and conditions of the Royalties Agreement, Rock Vault  
21 Tours agreed to pay Payne, as co-director of the Show, two per cent (2%) of the net profit pool  
22 until Rock Vault Tours recouped its Set Up Expenses; and after Set Up Expenses were  
23 recouped, Rock Vault Tours agreed to pay Payne three per cent (3%) of the profit pool.  
24

25           26. On or about May 14, 2014, Cowell, on behalf of Rock Vault Tours, suspended  
26 Payne without cause and without pay.  
27  
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27. In or around April 2014, Cowell, on behalf of a company called Mission Recordings, Ltd., presented Payne with an agreement purporting to assign Payne's ownership interest and royalties in the Show. Cowell intended this agreement to become part of a subsequent agreement -- which was never executed -- between Payne, Rock Vault Tours, and Mission Entertainment Group, Ltd.

28. At the time Cowell presented Payne with the April agreement, Cowell demanded that Payne assign his rights to the Show, or else he would be fired. Payne, therefore, proceeded to sign the agreement on or about May 20, 2014; but under duress.

29. Pursuant to the May 20, 2014 agreement, Payne purportedly assigned his royalties and rights to the Show for 1 £. Accordingly, the agreement was not supported by adequate consideration.

30. Because Rock Vault Tours, Mission Entertainment Group, Ltd., or Mission Recordings, Ltd. never paid Payne any royalties, and never had any intention of doing so, the May 20, 2014, was never enforceable, particularly, as there was no consideration.

31. On or about June 18, 2014, Cowell, on behalf of Rock Vault Tours, unceremoniously terminated Payne from the Show.

32. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged in an amount in excess of \$10,000 and has been required to retain the services of an attorney to prosecute this action.

**FIRST CLAIM FOR RELIEF**  
**BREACH OF CONTRACT AGAINST ROCK VAULT TOURS**  
**(PERFORMANCE AGREEMENT)**

33. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 32 of the Complaint as though set forth in full in this paragraph.



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1           34.     Payne entered into an enforceable contract with Rock Vault Tours with respect to  
2 the Performance Agreement, in which Rock Vault Tours promised to pay Payne one thousand  
3 dollars (\$1,000) for each show which was performed at the LVH.

4           35.     From the time the Show premiered at the LVH until on or about May 14, 2014,  
5 Rock Vault Tours regularly paid Payne one thousand dollars (\$1,000) per Show, in compliance  
6 with the terms and conditions of the Performance Agreement.

7           36.     On or about May 14, 2014, Cowell, on behalf of Rock Vault Tours, suspended  
8 Payne from the Show, and refused to pay him one thousand dollars (\$1,000) per Show, in  
9 compliance with the terms and conditions of the Performance Agreement, until on or about June  
10 9, 2014, when Rock Vault Tours gave Payne a twenty thousand dollar (\$20,000) check, which  
11 was the total amount of money he should have received for all of the Shows performed from the  
12 date of Payne's suspension through the date of the twenty thousand dollar (\$20,000) check.

13           37.     On or about June 18, 2014, Cowell, on behalf of Rock Vault Tours, terminated  
14 Payne from the Show.

15           38.     From the date of Payne's termination from the Show until the present, the Show  
16 has continued to operate at the LVH; however, Rock Vault Tours has refused and continues to  
17 refuse to pay Payne one thousand dollars (\$1,000) for each Show which has been performed, in  
18 breach of the Performance Agreement.

19           39.     Payne has performed all conditions and taken all actions required of him under  
20 the terms of the Performance Agreement.

21           40.     As a result of Rock Vault Tours' breach of the Performance Agreement, Payne  
22 has been damaged in an amount in excess of \$10,000.

23           41.     Plaintiff is entitled to legal fees and costs as allowed by law.  
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**SECOND CLAIM FOR RELIEF**  
**BREACH OF THE IMPLIED COVENANT OF GOOD FAITH**  
**AND FAIR DEALING AGAINST ROCK VAULT TOURS**  
**(PERFORMANCE AGREEMENT)**

42. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 41 of the Complaint as though set forth in full in this paragraph.

43. Contained in the Performance Agreement is an implied covenant of good faith and fair dealing requiring Rock Vault Tours to avoid undertaking actions which would injure or prejudice Payne's rights, and preclude undertaking actions which would place Rock Vault Tours' own interests over those of Payne, or to otherwise act so as to deprive Payne of the benefits arising under the Performance Agreement.

44. Rock Vault Tours has breached, and continues to breach, the terms of the Performance Agreement by its actions as alleged herein, all to the detriment and damage of Payne. By so acting, Rock Vault Tours has breached the implied covenant of good faith and fair dealing contained within the Performance Agreement.

45. As a direct and proximate result of the conduct of Defendant Rock Vault Tours, Plaintiff Payne has suffered, and continues to suffer, damages in an amount in excess of \$10,000.

46. Plaintiff is entitled to legal fees and costs as allowed by law.

**THIRD CLAIM FOR RELIEF**  
**UNJUST ENRICHMENT AGAINST ROCK VAULT TOURS**  
**(PERFORMANCE AGREEMENT)**

47. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 46 of the Complaint as though set forth in full in this paragraph.

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49. From the date of Payne's termination from the Show until the present, the Show has continued to operate at the LVH; however, Rock Vault Tours has refused and continues to refuse to pay Payne one thousand dollars (\$1,000) for each Show which has been performed, in breach of the Performance Agreement.

50. As a result of Rock Vault Tours' actions, Rock Vault Tours has been unjustly enriched at the expense of Payne in an amount in excess of \$10,000.

51. Plaintiff is entitled to legal fees and costs as allowed by law.

**FOURTH CLAIM FOR RELIEF**  
**BREACH OF CONTRACT AGAINST ROCK VAULT TOURS**  
**(ROYALTIES AGREEMENT)**

52. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 51 of the Complaint as though set forth in full in this paragraph.

53. Payne entered into an enforceable contract with Rock Vault Tours with respect to the payment of royalties, pursuant to the terms and conditions of the Royalties Agreement, and was promised a percentage of all receipts derived from the sale of merchandise.

54. Payne has performed all conditions and taken all actions required of him under the terms of the Royalties Agreement.

55. From the time the 3Show premiered at the LVH until the present, Rock Vault Tours has never paid Payne any royalties, despite Payne's repeated demands for payment.

56. As a result of Rock Vault Tours' breach of the Royalties Agreement, Payne has been damaged in an amount in excess of \$10,000.

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64. Pursuant to the terms of the Royalties Agreement, Rock Vault Tours promised to pay Payne royalties pursuant to the terms and conditions of the Royalties Agreement.

65. From the time the Show premiered at the LVH until the present, Rock Vault Tours has never paid Payne any royalties, despite Payne's repeated demands for payment.

66. As a result of Rock Vault Tours' actions, Rock Vault Tours has been unjustly enriched at the expense of Payne in an amount in excess of \$10,000.

67. Plaintiff is entitled to legal fees and costs as allowed by law.

**SEVENTH CLAIM FOR RELIEF**  
**COPYRIGHT INFRINGEMENT IN VIOLATION OF 17 U.S.C. § 101 et seq.**  
**AGAINST ROCK VAULT TOURS, LVH, AND WESTGATE**

68. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 73 of the Complaint as though set forth in full in this paragraph.

69. Payne is, and at all relevant times has been, one of the copyright owners of the Show's format and script.

70. On or about February 11, 2013, Payne, Kirshenbaum, and Paul Leighton copyrighted the Show's format with the United States Copyright Office, Registration Number PAu003661723, with the type of work described as "Dramatic Work and Music; or Choreography."

71. On or about February 11, 2013, Payne and Kirshenbaum copyrighted the Show's script with the United States Copyright Office, Registration Number PAu003661716.

72. Payne and Kirshenbaum own the exclusive rights under the Copyright Act to the Show, including the right to its production, reproduction, distribution, and display. The Show is wholly original and, as fixed and tangible media, is copyrightable subject matter under the Copyright Act.

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 Las Vegas, NV 89169  
 (702) 257-1483

73. Payne asserts that Rock Vault Tours, LVH, and Westgate have produced, copied, distributed, advertised, and/or sold tickets to the Show, and continue to produce, copy, distribute, advertise and/or sell tickets to the Show, despite Payne's protests that they cease and desist from doing so.

74. By engaging in this conduct, Rock Vault Tours, LVH, and Westgate have acted in willful disregard of laws protecting Payne's copyrights.

75. Payne has sustained and will continue to sustain substantial damage to the value of the Show as a result of the unlawful conduct of Rock Vault Tours, LVH, and Westgate.

76. Payne suffers and continues to suffer direct and actual damages as a result of the unlawful conduct of Rock Vault Tours, LVH, and Westgate.

77. As a result of the actions of Rock Vault Tours, LVH, and Westgate, Payne has suffered damages in an amount in excess of \$10,000.

78. Payne is entitled to recover damages as a result of the unlawful conduct of Rock Vault Tours, LVH, and Westgate, including Defendants' profits generated from the production, promotion, distribution, sale, and offer for sale of Payne's copyrighted material, pursuant to 17 U.S.C. § 502.

79. By reason of the foregoing, Payne has incurred and will continue to incur attorneys' fees and other costs in connection with the prosecution of its claims against Rock Vault Tours, LVH, and Westgate, which Payne is entitled to recover from them pursuant to 17 U.S.C. § 505.

**EIGHTH CLAIM FOR RELIEF**  
**DEFAMATION/SLANDER PER SE AGAINST COWELL**

80. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 85 of the Complaint as though set forth in full in this paragraph.

1           81. After Payne was suspended, and again after he was terminated, Cowell engaged  
2 in making false statements concerning the reasons for Payne's suspension and termination, as  
3 well Payne's ownership interest in Raiding The Rock Vault.

4           82. Cowell's false and malicious statements were made against Payne with an intent  
5 to cause injury to Payne's reputation.

6           83. Cowell's false and malicious statements made against Payne caused Plaintiff to  
7 suffer pecuniary loss.

8           84. Cowell's statements concerning Payne were lies and were calculated to injure  
9 Payne in the entertainment industry.

10           85. The statements by Cowell concerned Payne and his business and source of  
11 income (Raiding The Rock Vault), and as such, these false statements constitute slander per se.

12           86. As direct and proximate result of Cowell's aforementioned actions and conduct,  
13 Payne has suffered damage to his reputation and has suffered harm which normally results from  
14 such defamation.

15           87. As a result of Cowell's actions, Plaintiff has been damaged in an amount in  
16 excess of \$10,000.

17           88. Cowell is guilty of oppression, fraud or malice, express or implied; therefore,  
18 Payne is entitled to recover punitive damages in an amount in excess of \$10,000.

19           89. Plaintiff is entitled to legal fees and costs as allowed by law.

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21                           **NINTH CLAIM FOR RELIEF**  
22                           **RIGHT TO PUBLICITY AGAINST**  
23                           **ROCK VAULT TOURS, LVH, AND WESTGATE**

24           90. Plaintiff repeats and realleges each and every allegation contained in paragraphs  
25 1 through 89 of the Complaint as though set forth in full in this paragraph.  
26  
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Howard & Howard, Attorneys PLLC  
3800 Howard Hughes Pkwy., Suite 1400  
Las Vegas, NV 89169  
(702) 257-1483

Howard & Howard, Attorneys PLLC  
 3800 Howard Hughes Pkwy., Suite 1400  
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91. Since Payne's suspension, Rock Vault Tours, LVH, and Westgate has continued to advertise the Show using Payne's name and likeness, voice, and photographs in various mediums, including but not limited to, signage, hotel room keys at the LVH, and posters, and on the internet.

92. Such advertisement for the commercial use of Rock Vault Tours, LVH, and Westgate in order to promote the Show is not an authorized use by Payne, a celebrity, and is a violation of Mr. Payne's "right of publicity."

93. As a result of the illegal conduct of Rock Vault Tours, LVH, and Westgate, Payne is entitled under NRS 597.810 to various remedies, including but not limited to, injunctive relief, actual damages, and punitive damages.

94. As a result of the actions of Rock Vault Tours, LVH, and Westgate, Plaintiff has been damaged in an amount in excess of \$10,000.

95. Rock Vault Tours, LVH, and Westgate are is guilty of oppression, fraud or malice, express or implied; therefore, Payne is entitled to recover punitive damages in an amount in excess of \$10,000.

96. Plaintiff is entitled to legal fees and costs as allowed by law.

#### **TENTH CLAIM FOR RELIEF** **DECLARATORY RELIEF**

97. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 95 of the Complaint as though set forth in full in this paragraph.

98. There exists a justiciable controversy between Payne and Defendants as to the terms of the Royalties Agreement and the May 20, 2014, agreement, and the legal rights and remedies of the parties.

99. The interests of Payne Defendants are adverse.





108. The damage and injury caused to Payne, as well his future business ventures, is of such a nature that it cannot be adequately measured, and thus, is not easily compensable by money damages.

109. There is no adequate, plain or speedy remedy at law to prevent Defendants from such wrongful conduct, and unless they are restrained from such conduct, Payne will continue to suffer irreparable damage and injury. Consequently, Payne is entitled to injunctive relief.

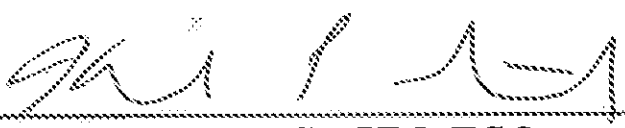
110. Payne is entitled to legal fees and costs as allowed by law.

**WHEREFORE**, Plaintiff prays for judgment as follows:

1. For damages in an amount in excess of \$10,000, the exact amount to be determined at Trial of this matter;
2. For Punitive Damages in an amount in excess of \$10,000;
3. For Declaratory Relief;
4. For Injunctive Relief;
5. For reasonable attorney's fees and costs of suit; and
6. For such other and further relief as the Court may deem just and proper.

DATED this 1<sup>st</sup> day of July, 2014.

**HOWARD & HOWARD ATTORNEYS PLLC**

  
 KIMBERLY P. STEIN, ESQ.  
 3800 Howard Hughes Pkwy., Ste. 1000  
 Las Vegas, NV 89169  
 Telephone: (702) 257-1483  
 Facsimile: (702) 567-1568  
*Attorneys for Plaintiff John Payne*

Howard & Howard, Attorneys PLLC  
 3800 Howard Hughes Pkwy., Suite 1400  
 Las Vegas, NV 89169  
 (702) 257-1483

Howard & Howard Attorneys PLLC

Kimberly P. Stein, Esq.

Nevada Bar No. 8675

Robert L. Rosenthal, Esq.

Nevada Bar No. 6476

3800 Howard Hughes Pkwy., Ste. 1000

Las Vegas, NV 89169

Telephone: (702) 257-1483

Facsimile: (702) 567-1568

E-mail Address: rlr@h2law.com

kps@h2law.com

*Attorneys for Plaintiff John Payne*

DISTRICT COURT  
CLARK COUNTY, NEVADA

JOHN PAYNE, an individual;

Plaintiff,

v.

ROCK VAULT TOURS, INC., a Delaware  
Corporation; NAV-LVH, LLC, a Nevada  
Limited Liability Company d/b/a LVH-LAS  
VEGAS HOTEL & CASINO; WESTGATE  
RESORTS, INC., a Florida Corporation;  
HARRY COWELL, an individual; and  
DOES I – X, and ROES I – X,

Defendants,

Case No.:

Department No.:

INITIAL APPEARANCE FEE DISCLOSURE (NRS) CHAPTER 19

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted

Howard & Howard Attorneys PLLC  
3800 Howard Hughes Pkwy., Suite 1000  
Las Vegas, NV 89169  
(702) 257-1483

1 for parties appearing in the above entitled action as indicated below:

2 JOHN PAYNE:

3 Total Remitted: \$ 270.00

4 DATED this 1st day of July, 2014.

5 HOWARD & HOWARD ATTORNEYS PLLC

6  
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8 Kimberly P. Stein, Esq.

9 Nevada Bar No. 8675

10 Robert L. Rosenthal, Esq.

11 Nevada Bar No. 6476

12 3800 Howard Hughes Pkwy., Ste. 1000

13 Las Vegas, NV 89169

14 Attorneys for Plaintiff John Payne

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(702) 257-1483